

JRG Ventures

CONFIDENTIAL DISCLOSURE AGREEMENT

FOR INFORMATION EXCHANGED BETWEEN JRG VENTURES, LLC. AND GA-GAAH, INC.

This Agreement is made and entered into this 27th day of August, 2007, by and between JRG Ventures, LLC, a Tennessee Limited Liability Partnership ("JRG") located at 205 Powell Place, 1st Floor, Brentwood, Tennessee and Ga-Gaah, Inc., a Delaware corporation ("GAG") with its principal offices at 154 Atlantic Ave, 3R, Brooklyn, New York.

- A. JRG and GAG have entered into to discussions to explore and consider the possibility of a business relationship between them.
- B. In connection with and in furtherance of this possible business relationship, it is anticipated that each of the parties ("DISCLOSING PARTY") may, at various times, disclose to the other party ("RECEIVING PARTY") certain information, knowledge, software, data and/or know-how ("INFORMATION") related to each party's business, including, but not limited to, the respective strategies, development programs, and products, which DISCLOSING PARTY considers proprietary and confidential.

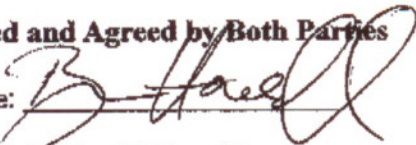
For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, JRG and GAG agree as follows:

1. RECEIVING PARTY agrees not to use any INFORMATION for any purpose other than the technical and economic evaluation of the possible business relationship between the parties for a period of three (3) years after the date that INFORMATION is first disclosed to the RECEIVING PARTY.
2. RECEIVING PARTY further agrees that it shall keep in confidence and not disclose any INFORMATION to a third party (other than its employees or agents on a need-to-know basis) for a period of three (3) years after the date that INFORMATION is first disclosed to the RECEIVING PARTY.
3. The obligations of RECEIVING PARTY under this agreement shall not apply to any Information, which:
 - (a) is or hereafter becomes a part of the public domain through no fault of RECEIVING PARTY;

- (b) the INFORMATION is obtained legally by RECEIVING PARTY, or any of its affiliates, through third parties who are lawfully in possession of such information and who have no obligation of confidentiality to DISCLOSING PARTY, without RECEIVING PARTY having violated the terms and conditions of this Agreement; or
- (c) RECEIVING PARTY can demonstrate was in its possession prior to the time of disclosure by DISCLOSING PARTY or can demonstrate was received by it from a third party who did not receive such INFORMATION from DISCLOSING PARTY.
4. Without DISCLOSING PARTY's prior written consent, or until the date two years from the signature of this Agreement, RECEIVING PARTY will not directly solicit for employment any person who is now employed by DISCLOSING PARTY or any of its subsidiaries.
5. Immediately upon request by DISCLOSING PARTY, RECEIVING PARTY shall cease to use or disseminate the INFORMATION and shall remit to DISCLOSING PARTY without retaining any copies, notes or excerpts thereof, all INFORMATION in its possession or under its control (save one copy for archival records).
6. This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors. RECEIVING PARTY may not assign this Agreement or any of its obligations hereunder without the prior written consent of DISCLOSING PARTY, which consent may not be unreasonably withheld. Any purported assignment by RECEIVING PARTY made in contravention of this Confidential Agreement shall be null and void and without legal effect.
7. RECEIVING PARTY shall be responsible for compliance with the restrictions set forth in this agreement by any of its employees and agents who obtain access to any portion of INFORMATION from RECEIVING PARTY.
8. This agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

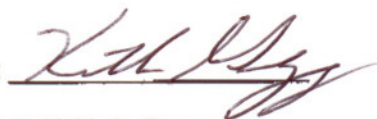
Accepted and Agreed by Both Parties

Signature:



Name (Print): Bjorn E. Harvold
Title: Founder & President
Date: August 27, 2007

Signature:



Name (Print): Keith A. Gregg
Title: President & CEO
Date: August 27, 2007

JRG ventures

205 Powell Place • 1st Floor • Brentwood • TN • 37027 • 615-312-8233